

REMARKS

REMARKS/ARGUMENTS

I. Claims 1 and 3-23 are pending in this application. In the August 22, 2006 final office action and the October 25, 2006 advisory action, the Examiner:

A. Rejected claims 1, 3-10, 12-21 and 23 under 35 USC 102(e) as being anticipated by Kalantar et al. USP 6,954,737 ("Kalantar")

B. Rejected claim 11 and 22 under 35 USC 103(a) as being unpatentable over Kalantar et al in view of Duenke US Publication No. 2002/00264343

C. The Examiner's Rejection of claims 1-10 under 35 USC 102(e) should be withdrawn

Before turning to the examiner's rejection, a brief summary of the present invention is provided. As shown in blocks 2704, 2708 and 2712 of Fig. 27, once a user has accessed the web portal of the present invention, general service information about the user's one or more building sites may be obtained. As discussed in the specification, the web portal may then receive a request for information about service contract information from an individual building. The result can be seen in FIG 22 for example, where the user can obtain information such as contract number, status of the contract, renewal date, when the service contract is due for renewal, the service technician responsible for the service contract, type of system or systems covered under the service contract. At 1620 in Fig. 22, the user can also obtain a service history for a particular contract, as well as scheduled services. At 1660, the user can obtain information about sites and equipment covered under a service contract.

The examiner in his final rejection has cited column 6, lines 48-64 in rejecting claim 1. This section of the Kalantar reference is produced in its entirety below.

“Central management server 130 communicates with WAN 114 via communications link 132. Server 130 is coupled to a database 140 for maintaining data regarding maintenance of the facilities, such as lists of tasks to be performed at the facilities, lists of staff, schedules for performance of the tasks, status of the tasks and work schedules, as well as quality data regarding performance of the tasks.”

A review of this section makes clear that while Kalantar does discuss maintain service related information, it does not discuss service contract information as claim 1 requires. The examiner has further cited column 9, lines 3-5 of Kalantar. This section reads as follows. “One aspect of the present invention is that the EMI may be used for communication with users who may be dispersed at remote facilities or across several facilities. This aspect of the present invention allows a WORK SCHEDULE of tasks to be provided to a user at a remote site.” Here again the Kalantar reference suggests providing service information, but not service contract information. It is further noted that while Fig. 1 does show the concept of providing service information as well, it fails to disclose providing service contract information as claim 1 requires.

Claim 13 includes similar subject matter as claim 1, but further includes the limitation that information about service contracts can be provided from a group of building systems at an individual building site. There is no teaching or suggestion in Kalantar of being able to provide service contract related information regarding different types of building systems. While Kalantar teaches being able to provide service information about individual pieces of equipment, it does not teach or suggest providing service contract information from different types of building systems as claim 13 now requires. The examiner has cited Kalantar in column 41, lines 43-62 in rejecting this limitation. This section of Kalantar is provided in its entirety below.

Similarly, the present invention is not limited to users who perform work at a particular *facility*. The teachings above may be adapted to identify a user based upon a role or function performed by that user. For example, rather than using a *FACILITY* ID, the user may be provided with a *ROLE* ID that corresponds to a *facility* record or to another specialized data structure that identifies the tasks

assigned to the user. For example, a user may be an electrician who is tasked with replacing light bulbs at several facilities, not just one. Server 130 may be configured such that this user's ROLE ID permits the user to obtain a work schedule for all of his work tasks across facilities for a given day from any EMI device at any of the facilities that he services. Alternatively, the user may be restricted to seeing just those tasks that correspond to the *FACILITY* ID from which the user logs in, but an alert message may be provided to remind the user to check for other tasks at other facilities. Overall view of a work schedule may be restricted to a different device that sends the ROLE ID value in a login message to server 130.

A review of this section of Kalantar shows that Kalantar teaches being able to monitor and track service information for a technician across more than one facility. However, this is not what applicant has claimed. Claim 13 instead requires "receiving a request from one or more clients to retrieve information from said database about service contracts for a selected individual building site for a plurality of different types of building systems; determining one or more service contracts that are implicated by said request; and communicating the service contract information to a client." Kalantar first fails to disclose receiving a request about service contracts for a selected building site, as claim 13 requires. Providing information about a maintenance worker for different facilities is quite different then providing service contract information for a selected building site. Secondly, it fails to show the concept of providing service contract information for a plurality of different types of system as the examiner has argued in his final rejection. While Kalantar teaches maintenance activity such as changing light bulbs, it fails to teach or suggest performing maintenance on different types of building control systems, despite the examiner's arguments to the contrary. Just because a facility is divided into different sections does not mean service contract information is provided for different types of systems in a building. A review of Fig. 16 merely shows cleaning work being done on bathrooms in different parts of a building, which is a much different concept then the presently claimed invention.

As noted in the previous response, Dependent claims 12 and 23 include further limitations wherein building systems from which information is provided are selected from the group comprising fire, HVAC and mechanical systems, which are clearly not shown in the Kalantar reference. The examiner has indicated in page 12 of his office action that this limitation shown in claims 12 and 23 is shown in column 41 line 63 to column 42 line 5. Kalantar in column 41, lines 63 to column 42 line 1 states “[a]long similar lines, server 130 may be adapted to automatically generate tasks for specialized user by applying, for example, a maintenance or wear model to particular equipment. For example, a use model may indicate that standard lubrication should be performed on an air-conditioning compressor that has been in use for 1000 hours.” In other words, Kalantar teaches providing service information about individual pieces of equipment, but does not teach or suggest providing service contract information for different types of systems. Providing service information about cleaning bathrooms in different parts of a building simply does not disclose, teach or suggest providing service contract information for fire, security, HVAC and mechanical systems. The fact that a building might be divided into separate sections does not mean service is being done on different systems in the building, not does it suggest providing service contract information for different systems in the building, which may be in separate parts of a building, or may be located within a certain predefined area within a building.

As noted in the previous response, with respect to dependent claim 14, applicant has very specifically claimed the steps of “receiving a user request to retrieve information about service contracts for an individual building site” and the steps of “communicating said information about service contracts for an individual building site to a client.” Firstly, Kalantar does not show in column 32 for example that a user at the first facility 110 can request service contract information about the second facility 120, or vice versa. Further, there is no connection between the disclosure of Kalantar in column 32 and the disclosure in column 48-65, so Kalantar clearly does not disclose communicating said information about service contracts for an individual building site to a client. In response to the examiner’s comments in the advisory action, the examiner has continued to fail to show where Kalantar discloses service contract information

beyond equating service information with service contract information, which is inappropriate.

With respect to the remaining dependent claims discussed below, the examiner has failed to properly address applicant's argument beyond the conclusory argument that since Kalantar teaches providing service contract information (which it does not) it must therefore disclose each dependent claim. The examiner is respectfully requested to address each and every response below.

With respect to dependent claim 15, applicant has claimed wherein the service contract information further comprises information about the type of equipment covered under the service contract. A review of column 11, lines 34-44 fails to show this limitation. In fact, what this paragraph teaches is maintaining information about different types of facilities, not information about the type of equipment covered under a service contract as claim 15 requires.

With respect to claim 16, a review of column 32 lines 58-64 reveals no teaching or suggestion of providing service history information for a service contract, nor does column 33 lines 7-17 teach providing such service history information for a service contract to a client.

With respect to claim 18, Kalantar in column 13 lines 57-65 and column 41 lines 43-63 fails to teach or disclose providing service contract information according to the type of building system the contract pertains to. Column 13 lines 57-65 generally relates to providing a number of task icons that are linked to task identifiers in work schedules, which has nothing to do with providing service contract information according to the type of building system the contract pertains to. With respect to column 41, lines 43-63 this relates to the concept of allowing a technician to obtain work schedule information about a plurality of different facilities he or she is responsible for, which again has nothing to do with providing service contract information according to the type of building system the contract pertains to.

With respect to claim 19, Kalantar fails to teach or disclose communicating service contract information according to the type of equipment the service contract pertains to. With respect to column 14, lines 5-23 this section merely relates to storing task icons

that may be retrieved at a later time, which is completely different than communicating service contract information according to the type of equipment the service contract pertains to.

With respect to claim 20, it is respectfully argued that providing information about the status of a service contract is not analogous to providing status information about a particular task. The status of a service contract relates to whether the contract is open or closed, and an open service contract is likely to have various tasks that are either open or closed.

With respect to claim 21, Kalantar in column 16 line 56 to column 17 line 4 can be summarized as follows: "For example, once EMI 112 has retrieved the facility record 204 for a particular day, it may download all or some work schedules including tasks to be performed at the first facility 110 on the particular day." This is much different from communicating information about one or more building sites covered under a service contract to a client as claim 21 requires.

Accordingly, applicants respectfully request that the examiner's final rejection of independent claims 1 and 13 be withdrawn, and that these claims are patentable. As claims 3-12 and 14-23 depend from claims 1 and 13 respectively, it is respectfully submitted that these claims are patentable over Kalantar, and that the examiner's rejection be withdrawn as well.

D. The examiner's rejection of claim 11 under 35 USC 103(a) as being unpatentable over Kalantar et al in view of Duenke US Publication No. 2002/00264343 is in error.

The examiner has rejected claim 11 under 35 U.S.C. 103(a) as being allegedly being unpatentable over Kalantar et al. in view of Duenke. Claim 11 depends from and incorporates all of the limitations of claim 1. Accordingly, for at least the same reasons as those set forth above in connection with claim 1, it is respectfully submitted that the rejection of claim 11 over Kalantar et al. in view of Duenke. More specifically, Duenke

fails to disclose receiving a request to retrieve a technical diagram about a piece of equipment covered under a service agreement and transmitting said technical diagram to a client as the examiner has indicated. Referring to block [063], Duenke teaches

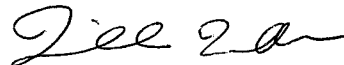
“a user may select a "Typical" by depressing the "Pick a Typical" button illustrated in FIG. 5. Typical is groups of items that are combined to attach a system to the main lines of construction (e.g., HVAC systems, electrical systems, piping systems, electrical systems, control devices, supports and structural steel systems, sheet metal and insulation systems, fire protection systems, industrial process systems, etc.). Thus, Typical is include fixtures, equipment, or structural steel supports and all of the associated hook-up materials necessary to attach the fixtures or equipment to the main line (e.g., piping, connectors, elbows, valves, reducers, electrical wiring, etc.)”

Accordingly, while Duenke teaches providing a display about a piece of equipment in an HVAC system as part of a labor cost estimating method, Duenke does not disclose or teach request to retrieve a technical diagram about a piece of equipment covered under a service agreement and transmitting said technical diagram to a client as the examiner has indicated. Further, there is no motivation to combine Kalantar and Duenke beyond hindsight reasoning to reject claims 11 and 22. The examiner has indicated that the motivation for combining Duenke and Kalantar is “[t]his gives the user of a work management and maintenance network the added capability of viewing technical diagrams to identify problems. The motivation for doing so would be to provide an individual with graphical illustration when using a work-related system.” However, Kalantar merely discloses providing routine maintenance such as cleaning sinks and replacing light bulbs. There is no suggestion in Kalantar of the need to review technical diagrams since there is no suggestion in Kalantar of providing anything beyond routine maintenance such as cleaning, changing light bulbs etc. Accordingly, the examiner is respectfully requested to withdraw his rejection of claims 11 and 22.

Conclusion

For all of the foregoing reasons, it is respectfully submitted the applicants have made a patentable contribution to the art. Favorable reconsideration and allowance of this application is, therefore, respectfully requested.

Respectfully submitted,



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